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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

REVISED JOINT DECISION POINT LIST VIII (9/18/01)  
(RESALE)

*WorldCom, Cox, AT&T ads. Verizon*  
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners  
Category II: common to **WorldCom** and *AT&T* (pricing/costing)  
Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)  
Category IV: unique to WorldCom  
Category V: unique to AT&T  
Category VI: Verizon supplemental issues with WorldCom  
Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

**WorldCom** (bold)  
Cox (underline text)  
*AT&T* (italic)

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
Resale					
IV-38	Should the Interconnection Agreement contain provisions which list specific requirements for various services available for resale such as Centrex, Federal and State Programs, N11 Service, Grandfathered Services, Contract Service Arrangements, Special Arrangements, and Promotions, VoiceMail Service, Hospitality Service, and Telephone Line Number Calling Cards?	RESOLVED	RESOLVED	RESOLVED	RESOLVED

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
IV-39	Should the Interconnection Agreement include provisions requiring Verizon to make available for resale any Telecommunications Service that Verizon currently provides or may offer hereafter, on terms that are reasonable and non-discriminatory, including services that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that Verizon provides itself, including its end-users?	RESOLVED	RESOLVED	RESOLVED	RESOLVED
IV-40	Should the Interconnection Agreement include a provision specifying that the naming of services which Verizon shall make available for resale in the Interconnection Agreement is neither all inclusive nor exclusive and that all telecommunications services which are to be offered for resale are subject to the terms of the Interconnection Agreement?	RESOLVED	RESOLVED	RESOLVED	RESOLVED
IV-41	Should the Interconnection Agreement contain provisions which place restrictions on WorldCom's right to purchase services, in accordance with law, under the Agreement for resale?	RESOLVED	RESOLVED	RESOLVED	RESOLVED
IV-42	Should the Interconnection Agreement contain provisions describing processes used by Verizon to inform WorldCom of special reduced charge programs for the	RESOLVED	RESOLVED	RESOLVED	RESOLVED

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	handicapped, indigent, etc., participated in by migrating customers and processes for the handling of law enforcement and service annoyance calls?				
V-9	DSL/Line Splitting/Line Sharing (Affiliate/Successors) (Resale of Advanced Services)	<p><i>AT&amp;T's Proposed Contract at § 12.1 states:</i></p> <p><i>AT&amp;T may purchase for resale any Advanced Services, including but not limited to any digital subscriber line service, offered by Verizon, or by Verizon affiliates, subsidiaries or other entities subject to § 251(c) of the Telecommunication Act of 1996, without any unreasonable or discriminatory limitation including, but not limited to limitations or restrictions that would require AT&amp;T also to purchase other services from Verizon.</i></p>	<p><i>AT&amp;T has asked for explicit language precluding Verizon from insistence that resale of advanced services be tied to the purchase of other products. Specifically, there should be no ability of Verizon to tie the purchase of advanced services to any services in the context of line splitting using the UNE-P combination.</i></p> <p><i>Although Verizon has recognized its obligation to make DSL available for resale when a CLECX resells its voice service, there is no specific recognition that "Verizon's obligation to make DSL services available for resale extends not only to carriers that resell Verizon's voice service but also to carriers that provide voice service using UNE-P." Pfau Direct Testimony at 51; see generally, Pfau Direct at 51-58. Verizon should provide resale of DSL for the simple reason that even Verizon itself admits that the physical arrangements that support UNE-P are identical to those that support resale.<sup>1</sup> Moreover, the provision of resold DSL in connection with the UNE-loop merely requires the same</i></p>	<p><b>12.1 Availability of Retail Services/Wholesale Rates for Resale</b></p> <p><u>12.1.1 As and to the extent required by Applicable Law, Verizon, directly or (at Verizon's option, in the case of Advanced Services -- as such term is defined by the FCC) through Verizon Advanced Data Inc. ("VADI"), a Virginia affiliate subject to Section 251(c) of the Act, Verizon will make available to AT&amp;T, in accordance with Section 251(eb) (41) of the Act, for resale at wholesale rates (except as provided below), the Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12; and, in the case of Advanced Services, VADI's federal and state tariffs (the "VADI Tariff") (as such tariffs are amended or otherwise in effect from time to time).</u> The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C.</p>	<p>It is Verizon VA's data affiliate and not Verizon VA that currently provides advanced services to Verizon's voice customers. Because Verizon VA and VADI-VA are separate corporate entities and because AT&amp;T can purchase advanced services for resale from VADI's tariff, the Commission should not require Verizon VA's interconnection agreement to include specific references to the resale of advanced services unless the Commission acts quickly on Verizon's pending request to accelerate the automatic sunset of the structural separation requirements imposed by the Merger Order. Nevertheless, Verizon VA has proposed alternative contract language that should address AT&amp;T's concerns.</p> <p>As to AT&amp;T's request for resold advanced services even when Verizon VA is not the voice provider, Verizon is in the process of developing a new service known as "DSL Over Resold Lines." This service will allow resellers to resell VADI's xDSL</p>

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			<p><i>types of cross connections that must be implemented to implemented to support line sharing. Pfau Direct at 56.</i></p> <p><i>ENDNOTES: 1/ Verizon's July 12, 2001 response to AT&amp;T's Data Request 3-30 correctly states: There are no operational differences between a retail service and a UNE-P combination service, when the combination is made by Verizon Virginia. They are provisioned and maintained using the same systems.</i></p>	<p>§ 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices, <del>terms and conditions</del> set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.</p>	<p>service over existing resold voice lines. However, this service is not yet available in Virginia. Both Verizon and VADI must make numerous modifications to their OSS systems and operational procedures to accommodate this proposed service offering. Verizon plans to conduct a trial of the new service in Pennsylvania in late August, and to go into commercial production in that state in September. In cooperation with the New York DSL collaborative, Verizon is developing procedures and processes that will provide access to the high frequency portion of a resold voice line to all requesting collocated xDSL data providers. This service is planned for future deployment.</p> <p>Verizon VA cannot be required to resell xDSL on unbundled loops and platforms when it is not required to provide xDSL on these UNEs in the first place. The Commission has already found that an ILEC "has no obligation to provide xDSL service over . . . [a] UNE-P carrier loop." Similarly, in its <i>Line Sharing Reconsideration Order</i>, the Commission rejected AT&amp;T's argument that ILECs should be required to provide xDSL service to end users who obtain service from a</p>

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					<p>CLEC using UNE platforms, and denied "AT&amp;T's request for clarification that under the <i>Line Sharing Order</i>, incumbent LECs are not permitted to deny their xDSL services to customers who obtain voice service from a competing carrier where the competing carrier agrees to the use of its <i>loop</i> for that purpose."</p> <p>AT&amp;T is seeking to circumvent due process which would determine whether ILEC resale obligations extend to providing resale on UNEs. Recognizing the complexity of the issue, the Commission recently found that "resale of DSL services in conjunction with voice services provided using the UNE loop or UNE-platform raises significant additional issues concerning the precise extent of an incumbent LEC's resale obligation under the Act." Therefore, the Commission declined to require Verizon to permit resale of xDSL over lines on which a CLEC provides voice service using a UNE loop or UNE-P. Until these issues can be addressed, Verizon VA should not be required to include such a requirement in the interconnection agreement.</p> <p><i>See Verizon VA's July 31 Direct</i></p>

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					Testimony On Non-Mediation Issues (Resale) at 5; Verizon VA's August 17 Rebuttal Testimony On Non-Mediation Issues (Resale) at 3; Verizon VA's August 17 Rebuttal Testimony On Non-Mediation Issues (Advanced Services) at 62.
V-10	<b>Resale of Vertical Features</b> Must Verizon offer vertical features available for resale on a stand-alone basis?	Verizon's limitations on the resale of vertical features, as found in §§ 12.8.1 and 12.8.5 of Verizon's Proposed Interconnection Agreement, should be rejected.	Under § 251(c)(4) of the Telecommunications Act, Verizon is required to make available for resale any retail telecommunications service. <i>See generally</i> , Kirchberger Direct at 7-10. The FCC has also made it clear that ILECs are prohibited from imposing discriminatory conditions on the resale of retail services, finding that "resale restrictions are presumptively unreasonable." First Report and Order, CC Docket 96-98, Aug. 8, 1996, ¶939. The vertical features offered by Verizon are, without question, "telecommunications services" within the meaning of the Telecommunications Act, and thus properly subject to general resale obligations imposed by the Act. <i>See e.g.</i> , Application By Sprint Communications Company, L.P. for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Pacific Bell Telephone Company Pursuant to	<b>12.8.2</b> Notwithstanding any other provision of this Agreement, Section 12 does not apply to the purchase by AT&T of the following Verizon services and products: except as expressly stated elsewhere in this Agreement, exchange access services as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16) (including, but not limited to, primary interLATA toll carrier and primary intraLATA toll carrier choice or change); Verizon Answer Call, Verizon Answer Call Plus, Verizon Home Voice Mail, Verizon Home Voice Mail Plus, Verizon Voice Mail, Verizon Basic Mailbox, Verizon OptiMail Service, and other voice mail, fax mail, voice messaging, and fax messaging, services; Verizon Optional Wire Maintenance Plan; Verizon Guardian Enhanced Maintenance Service; Verizon Sentry I Enhanced Maintenance Service; Verizon Sentry II Enhanced Maintenance Service; Verizon Sentry III Enhanced Maintenance Service; Verizon Call 54 Service; Verizon	Vertical features should not be offered at retail on a stand-alone basis. Verizon VA will resell AT&T Verizon VA's vertical features but AT&T should not be entitled to the wholesale discount rate for those services. Because Verizon VA does not offer vertical services to Verizon VA customers at retail on a stand-alone basis, AT&T is not entitled to it at the wholesale discount. This is consistent with the finding of state commissions in Massachusetts, New York, and Kentucky. AT&T's claim that Verizon VA offers dial tone service without vertical features misses the point. AT&T is not trying to buy dial tone service without vertical features. It is trying to buy -- at a wholesale discount -- vertical features without the basis dial tone service. Verizon VA does not offer a stand-alone vertical feature at retail. Moreover, if AT&T were only reselling a vertical service, Verizon would continue to provide the basic dial tone service. Thus, there would be few, if any, avoided costs. See

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			<p>Section 252(b) of the Telecommunications Act of 1996, Public Utilities Commission of California, Application 00-05-053, Opinion (Oct. 5, 2000) (the "California Resale Opinion"), at 11.</p> <p>Verizon does not contend that vertical services aren't telecommunications services. Its argument is that vertical services are not offered at retail on, as they put it, a stand-alone basis. <i>See</i> Verizon Response to Unresolved Issues, at 196 (Issue V-10); Rebuttal Testimony on Non-Mediation Issues of Josephine Maher, August 17, 2001, at 2. Verizon concedes not only that it is technically feasible to resell vertical features, but that they are in fact resold by Enhanced Service Providers. Direct Testimony on Non-Mediation Issues of Josephine Maher, July 31, 2001, at 4; Rebuttal Testimony on Non-Mediation Issues of Josephine Maher, August 17, 2001, at 2. (This distinguishes the issue here from the outcome in the NY arbitration, since the Commission there questioned that point. <i>See</i> Case No. 01-C-0095, NY Arbitration Award, at 21.) Thus, if the Commission were to accept</p>	<p>Public Telephone Service; customer premises equipment; Verizon telephone directory listings offered under agreements or arrangements other than Verizon Tariffs filed with the Commission; and, Verizon telephone directory advertisements.</p> <p><b>12.8.5</b> Except as otherwise required by Applicable Law, Verizon reserves the right to terminate provision of services and products (including, but not limited to, Telecommunications Services and the services listed in Sections 12.8.2 and 12.8.3, above) to any person who ceases to purchase Verizon Retail Telecommunications Service dial tone line service from Verizon.</p>	<p>Verizon VA's July 31 Direct Testimony On Non-Mediation Issues (Resale) at 3; Verizon VA's August 17 Rebuttal Testimony On Non-Mediation Issues (Resale) at 1; Verizon VA's July 31 Panel Testimony on Unbundled Network Elements and Interconnection Costs at 363.</p>

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			<p>Verizon's argument, it would effectively sanction Verizon's use of service bundling to prevent competitor resale.</p> <p>It is not disputed that Verizon's dial tone line service is available for purchase by retail customers on a stand-alone basis—that is, without the purchase of Verizon's monopoly vertical features. <i>See</i> Verizon-VA Tariff No. 202, Local Exchange Service. Since retail customers can purchase Verizon's dial tone service without purchasing Verizon's monopoly vertical features, Verizon's insistence that AT&amp;T—as a reseller—purchase both local dial tone and vertical features can not withstand scrutiny. It is patently unreasonable—both under general principles of competition and under § 251(c)(4)—for Verizon to require AT&amp;T to purchase for resale services that AT&amp;T does not want (dial tone) as a condition of purchase for resale of monopoly services that AT&amp;T does want (vertical features). Indeed, this is precisely the holding of the California Public Utilities Commission. California Resale Opinion, at 11. (“We concur in the [ALJ’s]</p>		

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			<p>determination that Section 251(c)(4) requires the resale of vertical features, without purchase of the associated dial tone. Vertical features meet the Act's requirement of services offered at retail to end-user customers who are not telecommunications carriers.") [Verizon calls this decision "wrong" (Verizon Response to Unresolved Issues at n. 275, p. 198) and refers to a decision of the Massachusetts DTE in an arbitration with Sprint.] Moreover, as other state commissions have found, there can be no claim of technical infeasibility, because there is no technical reason that the same carrier has to provide the local dial tone in order to provide vertical features. <i>See e.g.</i>, Complaint By AT&amp;T Communications of the Southwest, Inc. Regarding Tariff Control Number 21311, Pricing Flexibility-Essential Office Packages, Texas P.U.C. Docket Nos. 21425 and 21475, SOAH Docket No. 473-99-2071, Order (issued December 19, 2000) (the "Texas Resale Order"), at 7.</p> <p>Verizon thus bears the burden under the FCC's implementing regulations of proving that the restriction it seeks</p>		

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			<p>to impose in the contract on the resale of vertical features—<i>i.e.</i>, that they only will be resold with Verizon's dial tone line service—is both reasonable and narrowly tailored. <i>See</i> 47 C.F.R. § 51.613(b), <i>cited in</i> Kirchberger Direct at 8. This is a burden which Verizon can not meet. (In some states, including Virginia, Verizon offers these vertical features pursuant to tariffs for telecommunications services. <i>See</i> Verizon-VA Tariff No. 203, General Service, Custom Calling Features. <i>See also</i>, New York Telephone Company Tariff P.S.C. No. 900, § 2.)</p> <p>As previously noted, Verizon acknowledges that it offers its vertical features to Enhanced Service Providers for resale. <i>See</i> Verizon Response to Unresolved Issues at 197. Since vertical features are not included in the rate for dial tone, <i>i.e.</i>, basic local service (<i>See</i> Verizon-VA tariff No. 203, General Service, Custom Calling Features; <i>see also</i>, New York Telephone Company Tariff P.S.C. No. 900, § 2), it is clear that Verizon is not being required to disaggregate a genuinely bundled service, but is instead simply being asked to make available for resale a retail service that is listed and priced</p>		

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			separately in Verizon's retail tariffs. <i>See Application By Sprint Communications Company, L.P. for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with Pacific Bell Telephone Company Pursuant to Section 252(b) of the Telecommunications Act of 1996, Public Utilities Commission of California, Application 00-05-053, Final Arbitrator's Report (Sept. 5, 2000), at 25; California Resale Opinion, at 11. Accordingly, the Commission should reject Verizon's limitations on the resale of vertical features, as found in §§ 12.8.1 and 12.8.5 of Verizon's Proposed Interconnection Agreement.</i>		
VI-1	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement?	<b>RESOLVED</b>		<b>RESOLVED</b>	<b>RESOLVED</b>
VI-1(L)	Responsibility for charges	<b>RESOLVED</b>		<b>RESOLVED</b>	<b>RESOLVED</b>
VI-1(M)	Operations matters	<b>RESOLVED</b>		<b>RESOLVED</b>	<b>RESOLVED</b>
VI-3	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the	<b>RESOLVED</b>		<b>RESOLVED</b>	<b>RESOLVED</b>

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	parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue?				
VI-3(G)	700 number test lines	Not Applicable	See Issue VI-3 generally.  Resolved by excluding from the Agreement the language objected to by Verizon.	<b>RESOLVED</b>	<b>RESOLVED</b>
VII-15	Should Verizon be forced to provide AT&T summaries of customer specific offerings?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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JOINT DECISION POINT LIST VI (09/18/01)  
(RIGHTS OF WAY)

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(Docket Nos. 00-218, 00-249, and 00-251)

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<b>Rights of Way</b>					
III-13	<p>Should the terms and conditions governing <b>WorldCom's</b> access to Verizon VA's poles, ducts, conduit and rights of way be contained in a separate licensing agreement or incorporated into the Parties' interconnection agreement?</p> <p><i>What rates should Verizon charge AT&amp;T for access to its poles, ducts, conduits and rights of way?</i></p>	<p>Not applicable - See Issues III-13(a) through III-13(q).</p> <p><i>Verizon and AT&amp;T seem to have resolved this issue.</i></p>	<p>Rights of way issues are appropriately addressed in interconnection agreements. See Sections 252(a) and 251(b)(4). Contrary to Verizon's statement that "it is unaware of any interconnection agreement that includes the rights of way issues," the 1997 WorldCom/Verizon agreement includes a complete set of terms regarding rights of way issues, including these very sections. See Verizon's Response to Issue III-</p>	<p><b>9 Poles, Ducts, Conduits and Rights-of-Way</b></p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with</p>	<p>The Parties' interconnection agreement should not contain terms and conditions addressing access to poles, ducts, conduit and rights of way. The Parties' interconnection agreement should, instead, reference a separate licensing agreement governing such access. It is common practice to include interconnection terms in places other than the interconnection agreement. For example, interconnection terms have been the subject of collaboratives and</p>

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			<p>13, page 146.</p> <p>The Act mandates inclusion of these terms and conditions in the Interconnection Agreement. The Act does not contemplate that an interconnection agreement will take form of an assortment of stand-alone agreements. To the contrary, the Act requires that all interconnection terms be localized in one place – the interconnection <u>agreement</u>. The structure of Section 251 of the Act brings this fact to light. Section 251(c)(1) imposes upon ILECs the “duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection.” Paragraphs (1) through (5) of subsection (b) and the remainder of subsection (c) contains headings including “Resale,” “Number Portability,” “Dialing Parity,” “Access to Rights-of-Way,” “Reciprocal Compensation,” “Interconnection,” “Unbundled Access,” and “Collocation” – all terms typically found in a single interconnection agreement. If one subscribes to Verizon’s view that rights-of-way terms should be in a separate agreement, one could argue that some or all of the above terms should also be found in separate</p>	<p>Applicable Law pursuant to the Providing Party’s applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party’s generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon’s Standard Licensing Agreement</p>	<p>industry forums, and contained in settlement agreements and separate licensing agreements. Numerous commissions have given tacit approval of this practice by approving interconnection agreements that make reference to separate agreements. Although the Parties’ 1997 agreement did include rights of way terms and conditions, WorldCom’s affiliates all operate under separate licensing agreements, as do other CLECs in Virginia. With the exception of WorldCom, none of these CLECs has opposed Verizon VA’s use of the separate licensing agreement. Moreover, because of the disparate manner in which state commissions address access to poles, ducts, conduit and rights of way, a separate licensing agreement referenced by the interconnection agreement is especially appropriate for these terms and conditions. Finally, the Commission must consider the Parties’ respective burdens. Verizon has established processes in place to handle all requests for access to poles, ducts, conduit and rights of way for all CLECs, cable television providers and telecommunications providers. Verizon currently has 136 agreements with CATV companies and 48 agreements with CLECs, telecommunications providers and independent telecommunications companies. Utilizing a separate agreement alleviates Verizon’s</p>

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			<p>agreements. Thus, for example, one could have rights-of-way terms in one document, terms associated with UNEs in another document, and Reciprocal Compensation terms in yet another document. A CLEC would consequently be saddled with managing numerous documents that collectively comprise the terms of interconnection. This result is unwieldy and inconsistent with the Act.</p> <p>Indeed, in addition to the rights-of-way terms, Verizon is requesting separate documents for OSDA trunking and the terms and conditions related to the Directory Assistance database. If Verizon prevails, WorldCom will be operating under a series of separate agreements, which all would have to be somehow read together in order to determine the full range of interconnection terms and conditions. In addition to the logistical difficulty of such an arrangement, it will be much more likely that there will be individual terms that are inconsistent with one another.</p> <p>Verizon indicates that including rights-of-way terms in the interconnection agreement poses administrative problems because rights of way agreements are</p>		<p>administrative burden by not interfering with the current practice in Virginia. WorldCom's "burden" consists of nothing more than operating under different agreements for certain terms, a practice that it does now without any of the problems it now poses.</p> <p>Verizon and AT&amp;T seem to have resolved this issue.</p>

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			<p>maintained by a certain group of personnel. Placing these terms in an interconnection agreement will not hinder this; these personnel can be provided with the Interconnection Agreement (or the relevant portion).</p> <p>Verizon is attempting to use its Merger Order commitment to allow CLECs to opt-in to agreements throughout its region as an excuse to avoid placing critical terms and conditions into its agreements. This is directly counter to what this commitment was intended to do in the first instance. If there are legitimate differences between states that would make a term contained in an agreement in one state inappropriate for inclusion in an agreement in another state, Verizon should propose language to be included in the Interconnection Agreement that makes this clear. (See Rebuttal Testimony of Lynn Carson, dated September 5, 2001 at 3-5; See also Direct Testimony of Lynn Carson, dated August 17, 2001 at 3-5).</p> <p><i>Verizon and AT&amp;T seem to have resolved this issue.</i></p>		
III-13-a	Should the interconnection agreement contain definitions of terms associated with WorldCom's access to Verizon's rights-of-way, conduits	<b>RESOLVED</b>			<b>RESOLVED</b>

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	and poles?				
III-13-b	Should the Interconnection Agreement contain detailed provisions that: grant a license to WorldCom, on a non-exclusive basis, authorizing the attachment of WorldCom's communications facilities to Verizon's poles and the placement of WorldCom's communication facilities in Verizon's conduits or rights of way; expressly set forth that it is a license and not an easement that is being granted; clarify that Verizon's right to locate in or on its own poles, conduits, or rights of way is not limited by WorldCom's license to locate in or on these facilities; specify that Verizon shall cooperate with WorldCom in obtaining permission for attachment of WorldCom's facilities where Verizon does not have the right to authorize access; and clarify that access is to be provided at parity on a non-discriminatory basis?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(c)	Should the Interconnection Agreement contain detailed provisions that: outline WorldCom's responsibility for attachment/occupancy fees; address non-payment or late payment of fees; set forth Verizon's right to require a bond in the event WorldCom's net worth drops below a certain level; and specify what notice is required for changes in fees?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(d)	Should the Interconnection Agreement contain detailed	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	provisions that: provide for advance payments in the event WorldCom's net worth drops below a certain level; specify that the amount of advance payment will be credited against payment due to Verizon for performing Preliminary Survey and/or Make-Ready Work; and indicate what will be done in the event the advance payment is less than the charge for such work or what will be done in the event it exceeds the charge for such work?				
III-13(e)	Should the Interconnection Agreement contain detailed provisions that: outline the requirements and specifications for the placement of communications facilities by WorldCom; specify the time in which safety violations and non-standard conditions must be corrected by WorldCom after written notification by Verizon; provide that Verizon may correct conditions constituting an immediate threat to its personnel without written notice to WorldCom; indicate that failure of Verizon to notify WorldCom of violations will not relieve WorldCom of its responsibility to place its facilities in a safe manner ; and dictate that disputes shall be resolved pursuant to Section 24, Part A of the ICA?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(f)	Should the Interconnection Agreement contain detailed provisions which: clarify that to the extent Verizon's authority to occupy	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	a pole, etc. does not allow WorldCom to place its facilities on Verizon's Poles, Conduits, or Rights of Way, that it is incumbent on WorldCom to secure the necessary authority; clarify that the license granted by Verizon shall not extend to any Pole, Conduit, or Right of Way where such attachment would result in the forfeiture of rights of Verizon or one of its existing licensees; and specify the action which the parties shall take to avoid such forfeiture?				
III-13(g)	Should the Interconnection Agreement contain detailed provisions that: address the procedure by which WorldCom is to secure a license to attach to any Pole, or occupy any portion of a Conduit or Right of Way (i.e., by written application and, upon approval, receiving written license from Verizon); set forth the turn-around time and manner in which Verizon must process WorldCom's application, including those which may involve an increase in capacity; set forth Verizon's provision of maps, plats, or other data to assist in completion of the application process; set forth turn-around times for response to inquiries by WorldCom; set forth Verizon's obligations for notifying additional applicants of the existence of other applicants so that costs can be shared; set forth the circumstances under which WorldCom's license would	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	automatically terminate; set forth WorldCom's right to access duct and inner duct; and set forth the parties' obligations should an emergency occur after a provider has made use of the last unoccupied full-sized duct?				
III-13(h)	Should the Interconnection Agreement contain detailed provisions regarding Pre-License Survey and Make-Ready Work requirements and procedures?	<p>8.5 VZ shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but VZ shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by VZ in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as VZ's Make-Ready Work is scheduled and performed.</p> <p><u>Notwithstanding the foregoing provisions, in the event Licensee presents VZ with a proposal from a contractor who meets VZ's training and safety requirements and is otherwise in good standing with VZ to complete such Make-Ready Work at a cost and/or time that is materially less than that estimated by VZ, VZ agrees to use such contractor to perform the Make-Ready Work in the time frame proposed by said contractor.</u></p>	<p>WorldCom's concerns with make-ready work requirements and procedures are twofold. The first concern is that the invoices we currently receive from Verizon for make-ready work are not itemized. Without a specific level of detail – which we currently do not obtain – we are unable to determine exactly what it is we are paying for. For example, there is little or no geographic description for the location. More importantly, from the charge descriptions listed on a bill, it is impossible to determine whether we are paying for work done on our behalf or whether there are others participating in the modifications required. Additionally, there is fundamentally no way to determine what the make-ready work involves.</p> <p>Our second concern centers around the timeliness with which make-ready work is performed. Verizon insists that all make-ready work for CLECs is slotted-in with work that is performed for Verizon. In practice, however, the delays in completing make-ready work have</p>	<p><b>9 Poles, Ducts, Conduits and Rights-of-Way</b></p> <p>To the extent required by Applicable Law (including, but not limited to, Sections 224, 251(b)(4) and 271(c)(2)(B)(iii) of the Act), each Party ("Providing Party") shall afford the other Party non-discriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by the Providing Party. Such access shall be provided in accordance with Applicable Law pursuant to the Providing Party's applicable Tariffs, or, in the absence of an applicable Providing Party Tariff, the Providing Party's generally offered form of license agreement, or, in the absence of such a Tariff and license agreement, a mutually acceptable agreement to be negotiated by the Parties.</p> <p>See Exhibit D—Verizon's Standard Licensing Agreement</p>	<p>WorldCom is provided with details of the required work and has the opportunity to ask questions at that time. Verizon does not start any make-ready work until WorldCom sends its approval and advance payment for the work that was detailed by Verizon. At this point in the process, WorldCom has had many opportunities to ascertain the details of the make-ready work. If any other licensees are participating in the modifications, WorldCom would have been notified of that prior to any make-ready work being done. WorldCom is, therefore, aware of the details of the work. In addition, Verizon schedules make-ready work for itself and all other CLEC and CATV providers on a first come, first served basis. Despite what WorldCom may believe, there are only a limited number of contractors in any state that are qualified to complete make-ready work. Adoption of WorldCom's proposal could result in delays for other CLECs, CATV providers and Verizon because WorldCom may use a contractor that has been allocated for make-ready work by Verizon for other CLECs, CATV providers or</p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		Licensee shall pay VZ for all Make-Ready Work performed by VZ in accordance with the provisions of this Agreement <u>within thirty (30) days of receipt of an detailed, itemized invoice from VZ.</u>	caused WorldCom to miss in-service dates with its customers.  While we recognize that Verizon has an obligation to protect the integrity of its infrastructure, we are proposing language for the rights-of-way section of the interconnection agreement that would allow us to work with Verizon to expedite make-ready work when Verizon is unable to complete the work in a timely fashion (WorldCom's proposed text is underlined in the "Petitioners' Proposed Contract Language" column). (See Direct Testimony of Lynn Carson, dated August 17, 2001 at 6-7).		itself.
III-13(i)	Should the Interconnection Agreement contain detailed provisions regarding Construction, Maintenance and Removal of Communications Facilities?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(j)	Should the Interconnection Agreement contain detailed provisions addressing when licenses terminate automatically and addressing under what terms WorldCom is permitted to terminate its own license?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(k)	Should the Interconnection Agreement contain detailed provisions regarding the terms under which Verizon is permitted to inspect WorldCom facilities attached to Verizon's Poles or occupying Verizon's Conduits or Rights of	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	Way?				
III-13(l)	Should the Interconnection Agreement contain detailed provisions concerning procedures to be employed if WorldCom facilities are found attached to poles etc. for which no license has been granted?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(m)	Should the Interconnection Agreement contain detailed provisions regarding Verizon's rights to a security interest in WorldCom's attached facilities when WorldCom's net worth falls below a certain amount?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(n)	Should the Interconnection Agreement contain detailed provisions regarding the parties' liabilities, rights and responsibilities in the event either party damages the other's facilities?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(o)	Should the Interconnection Agreement contain detailed provisions concerning the type, amount and terms of insurance required?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(p)	Should the Interconnection Agreement specify the non-exclusivity of any grant in the agreement and the terms under which WorldCom could assign or transfer any license arising from the agreement?	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>
III-13(q)	Should the Interconnection Agreement contain detailed provisions regarding additional circumstances under which Verizon is entitled to terminate any license authorized by the agreement,	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>	<b>RESOLVED</b>

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	WorldCom's responsibilities under these circumstances and the general term of licenses under the agreement?				
V-14	What should be the requirements for providing access to facilities records--including cable plats?	<p>AT&amp;T has proposed contract provision Section 16.1 to implement its timely review of cable plats:</p> <p>16.1 Verizon shall process all completed license applications for new or additional attachments, or access to conduits, ducts or rights of way, including the performance of a pre-license survey, on a first-come, first-served basis. Verizon shall make all access determinations in accordance with the requirements of Applicable Law (including any applicable FCC Regulations), considering such factors as capacity, safety, reliability and general engineering considerations. Verizon shall inform AT&amp;T in writing as to whether an application has been granted (subject to AT&amp;T's payment for any "make-ready" work that may be required) or denied within forty-five (45) days of receipt of such application or such other period stated in an applicable license agreement. Where an application involves an increase in capacity by Verizon, Verizon shall take reasonable steps to accommodate request-s for access in accordance with Applicable Law. Before denying AT&amp;T access based on lack of capacity, Verizon shall negotiate accommodations in good faith with AT&amp;T. In order to facilitate</p>	<p>Verizon should provide access to its poles, ducts, conduits and rights of way at just and reasonable rates, and should provide AT&amp;T maps and plats or such other records that will facilitate AT&amp;T's placement of its own facilities or optimal interconnection with Verizon's. <i>See generally</i>, Direct Testimony of Frederik Cederqvist at 9, 10; Rebuttal Testimony of Frederik Cederqvist at 8,9. During mediation of these issues, Verizon acknowledged these obligations and was willing to commit to them, albeit in a manner perhaps different from that which AT&amp;T had originally envisioned. Rebuttal of Frederik Cederqvist at 8,9. However, Verizon has not yet suggested how it would provide the access to the records or information that the parties discussed during mediation, and the parties have not yet had an opportunity to clarify the means by which these commitments would be memorialized. <i>Id.</i> at 9.</p> <p>Verizon's refusal to provide access is unjustified because access to the plats is required under the Telecommunications Act of 1996 ("1996 Act") and the Federal Communications Commission's implementing regulations. First Report and Order, FCC CC Docket Nos. 96-98 and 95-185 (FCC 96-325)</p>	<p>16.0 ACCESS TO RIGHTS-OF-WAY-- SECTION 251(B)(4)</p> <p>To the extent required by Applicable Law and where facilities are available, Verizon shall provide AT&amp;T access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C. § 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to Verizon's applicable Tariffs (including generally available license agreements).</p>	<p>Pursuant to ¶ 1223 of the Local Competition Order, Verizon's obligation is limited to providing access only to those records that may be pertinent in responding to a legitimate inquiry for access to Verizon's poles, ducts, conduit and rights of way. These include conduit plats and pole plats that indicate the location of the facilities. The Act does not give AT&amp;T the unrestricted right to rummage through Verizon's files. No relevant information can be obtained from these plats. Cable records contain Verizon's confidential, proprietary information, as well as customer specific information.</p> <p>Verizon has offered to work with AT&amp;T to provide AT&amp;T with the information that it needs, just as Verizon has done with Sprint in New York.</p>

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		<p>AT&amp;T's completion of an application, Verizon shall make commercially reasonable efforts to, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required access or structures, provide AT&amp;T such maps, plats or other relevant data, including detailed engineering records and drawings of conduit, poles, Verizon cable plat maps, house and riser or intrabuilding cable records, reasonably necessary to complete the applications described above, subject to the confidentiality provisions of this Agreement, any applicable license agreement in effect between the Parties, or a non-disclosure agreement in form reasonably agreeable to Verizon. Such requests shall be processed by Verizon on a first-come, first-serve basis. This exchange of information and records does not preclude the need for a field survey to verify the location and availability of structures and/or rights of way to be used. Verizon shall make commercially reasonable efforts to meet with or respond to AT&amp;T's inquiries regarding the information supplied to it as soon as practicable following receipt of such request for meeting or inquiry from AT&amp;T. Completion of make-ready work and attachments shall be in accordance with any existing or future license agreement between the Parties and Applicable</p>	<p>(rel. Aug. 8, 1996) ("<i>Local Competition Order</i>"), ¶ 1223.</p> <p>What AT&amp;T needs, in simple terms, is to be able to review the entire network architecture associated with the specific building to which it wants to provide service, as well as the architecture generally in the area so that it can plan for expansion. Adopting Verizon's proposal would be inconsistent with the terms of the Act. Only AT&amp;T's proposal (as found in AT&amp;T's proposed contract at Section 16.1) properly implements the Act and ensures AT&amp;T with access to the underlying records such as cable plats.</p> <p>During mediation, Verizon agreed to work with AT&amp;T to provide AT&amp;T with the information it needs. The parties have agreed to resolve the issue consistent with the outcome of the trial cited in NY arbitration decision at 57-58.</p>		

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		Law.			

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